

FILED

JOSE G ZELAYA

1150 W. Whittless Lane

ONTARIO CA 91762

JOSEG.ZELAYA@GMAIL.COM

2017 AUG 15 AM 11:32

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
RIVERSIDE

IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ODW

ED CV17-01641-108 SPX

CHRISTINE TING,

Petitioner &

Respondent

vs.

JOSE G ZELAYA, CYNTHIA CUELLAR,

and ALL UNKNOWN DOES

Defendant and Moving

Party

Case No.

NOTICE OF AND APPLICATION

FOR THE REMOVAL OF

STATE COURT ACTION:

UDFS 1704723

TO THE FEDERAL COURT'S

JURISDICTION PURSUANT TO

28 U.S.C. SECTION 1446

TO: CHRISTINE TING ITS ASSIGNEES AND/OR
SUCCESSORS and any Other Interested Parties:

Please take notice that Moving Party JOSE G ZELAYA hereby submits the following Application For Of the State Court Action, Case Number: UDFS 1704723 to the Federal District Court, Central District of California.

The grounds for such removal is being bases on claims "arising under" federal Law. Namely, as to federal jurisdiction resulting from the Moving Party's application to Identify the statutory basis for the claims.

At the time of the filing of the State Court action, and at the time of the filing of this

1 Federal Court action and application for removal from state court to the Federal
2 Jurisdiction, Moving Party, JOSE G ZELAYA citizenship was that of

3 The United States of America, and the Moving Party, JOSE G ZELAYA current
4 residence is that of The State of California.

5 This matter and this Case is that of complete diversity, as there are no other Parties
6 In this case that have been properly served.

7
8 From the allegations set forth in the State court action, filed by the Respondent,
9 (INDYMAC BANK F.S.B.), the Moving Party JOSE G ZELAYA believes that the
10 Amount in controversy exceeds \$75, 00.00 [seventy-five thousand dollars].
11

12 Equally as important, the complaint pleads and alleges claims "arising under"
13 Federal law and there are no absolute expressed prohibition against removal of the
14 Federal claims set forth therein.

15 It has been less than 30 [thirty] days since the service of the documentation from
16 The plaintiff, upon the Moving Party, JOSE G ZELAYA

17 ///

18 ///

19
20 **ATTACHED HERETO, PLEASE FIND EXHIBIT # 1 [ONE], THE COMPLAINT**

21 **AND SUMMONS FOR STATE COURT ACTION NUMBER: UDFS 1704723**

22 The Moving Party JOSE G ZELAYA has complied with the provisions
23 Of Federal Rule 11 and dose thereby attach a declaration attesting to the material facts
24 Supporting the filing of this motion.

25
26 August 15, 2017

27 
28 Jose G. Zelaya

DECLARATION OF JOSE G ZELAYA

IN SUPPORT OF MOTION FOR REMOVAL OF ACTION

FROM STATE COURT TO FEDERAL JURISDICTION

I, JOSE G ZELAYA hereby declares as follows:

I am the **Moving Party** in this action, and the **Defendant** in State Court action

Case Number: **UDFS 1704723**

Attached hereto as **EXHIBIT #1**, please find a copy of all documentation served

And/or filed in the state court action, including the summons and complaint.

August 15, 2017



Jose G. Zelaya

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EXHIBIT

#1

**SUMMONS
(CITACION JUDICIAL)
UNLAWFUL DETAINER-EVICTION
(RETENCIÓN ILÍCITA DE UN INMUEBLE-DESALOJO)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

JOSE ZELAYA
CYNTHIA CUELLAR
AND DOES 1-10 INCLUSIVE

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CHRISTINE TING

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
FONTANA DISTRICT

JUL 11 2017

BY Denise Nelson
DENISE NELSON, DEPUTY

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

1. The name and address of the court is:
(El nombre y dirección de la corte es):

FONTANA COURT
17780 ARROW BLVD.
FONTANA, CA. 92335

CASE NUMBER:
(Número del caso)

UDF51702

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

CHRISTINE TING
16820 FOOTHILL BLVD.
FONTANA, CA 92335

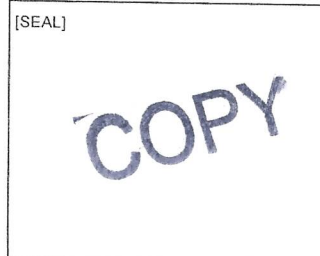
909-491-7099

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) ☐ did not ☒ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date:
(Fecha) JUL 11 2017

Clerk, by
(Secretario) Denise Nelson, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



4. **NOTICE TO THE PERSON SERVED:** You are served

- a. ☒ as an individual defendant.
b. ☐ as the person sued under the fictitious name of (specify):
c. ☐ as an occupant
d. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ CCP 415.46 (occupant) ☐ other (specify):

5. ☐ by personal delivery on (date):

PLAINTIFF (Name): CHRISTINE TING	CASE NUMBER: UDFS1704723
DEFENDANT (Name): JOSE ZELAYA	

6. **Unlawful detainer assistant** (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):
- a. Assistant's name: ELITE PARALEGAL SERVICE
 - b. Telephone no.: 909-491-7099
 - c. Street address, city, and ZIP:
16820 FOOTHILL BLVD
FONTANA, CA 92335
 - d. County of registration: SAN BERNARDINO
 - e. Registration no.: 1627
 - f. Registration expires on (date): 1/6/18

PLAINTIFF (Name): CHRISTINE LING	CASE NUMBER:
DEFENDANT (Name): JOSE ZELAYA CYNTHIA CUELLAR, DOES 1-10 INCLUSIVE	UDFS1704723

6. c. ☒ The defendants not named in item 6a are
- (1) ☐ subtenants.
 - (2) ☐ assignees.
 - (3) ☒ other (specify): UNKNOWN OCCUPANTS
- d. ☐ The agreement was later changed as follows (specify):
- e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. ☐ (For residential property) A copy of the written agreement is not attached because (specify reason):
- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 - (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. ☒ a. Defendant (name each): JOSE ZELAYA
CYNTHIA CUELLAR
- was served the following notice on the same date and in the same manner:
- (1) ☒ 3-day notice to pay rent or quit
 - (2) ☐ 30-day notice to quit
 - (3) ☐ 60-day notice to quit
 - (4) ☐ 3-day notice to perform covenants or quit
 - (5) ☐ 3-day notice to quit
 - (6) ☐ Other (specify):
- b. (1) On (date): 7/10/17 the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☒ The notice included an election of forfeiture.
- e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)
8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:
- (1) ☒ by personally handing a copy to defendant on (date): 7/5/17
 - (2) ☐ by leaving a copy with (name or description):
a person of suitable age and discretion, on (date): at defendant's
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on
(date): because defendant cannot be found at defendant's residence or usual
place of business.
 - (3) ☐ by posting a copy on the premises on (date): ☐ AND giving a copy to a
person found residing at the premises AND mailing a copy to defendant at the premises on
(date):
(a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
(b) ☐ because no person of suitable age or discretion can be found there.
 - (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered
mail addressed to defendant on (date):
 - (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written
commercial lease between the parties.
- b. ☐ (Name):
was served on behalf of all defendants who signed a joint written rental agreement.
- c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d. ☒ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): CHRISTINE TING	ASE NUMBER:
DEFENDANT (Name): JOSE ZELAYA CYNTHIA CUELLAR	UDFS1704723

9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☒ At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$ 1,900
11. ☒ The fair rental value of the premises is \$ 63 per day.
12. ☒ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☒ A written agreement between the parties provides for attorney fees.
14. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

15. ☐ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

17. PLAINTIFF REQUESTS

- | | |
|--|---|
| a. possession of the premises. | f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from |
| b. costs incurred in this proceeding: | (date): 8/1/17 for each day that |
| c. <input checked="" type="checkbox"/> past-due rent of \$ 1,900 | defendants remain in possession through entry of judgment. |
| d. <input type="checkbox"/> reasonable attorney fees. | g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12. |
| e. <input type="checkbox"/> forfeiture of the agreement. | h. <input type="checkbox"/> other (specify): |

18. ☒ Number of pages attached (specify): 11

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

19. (Complete in all cases.) An unlawful detainer assistant ☐ did not ☒ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)

- | | |
|---|---|
| a. Assistant's name: ELITE PARALEGAL SERVICE | c. Telephone No.: 909-491-7099 |
| b. Street address, city, and zip code:
16820 FOOTHILL BLVD.
FONTANA, CA 92335 | d. County of registration: SAN BERNARDINO |
| | e. Registration No.: 53 |
| | f. Expires on (date): 1/6/18 |

Date: 7/11/17

CHRISTINE TING

(TYPE OR PRINT NAME)

CHRISTINE TING

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 7/11/17

CHRISTINE TING

(TYPE OR PRINT NAME)

CHRISTINE TING

(SIGNATURE OF PLAINTIFF)

EXHIBIT 1



CALIFORNIA
ASSOCIATION
OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form LR, Revised 4/03)

Christine Ting ("Landlord") and
Jose Zelaya, Cynthia Cuellar ("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 1150 W Whittier Ln. Ontario CA 91762 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Jose Zelaya, Cynthia Cuellar, Damian, Marta, Vincent, Marta, Rudy, Marta
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____

2. TERM: The term begins on (date) _____

- ☐ A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- ☒ B. Lease: and shall terminate on (date) 5/21/2018 at 12:00 ☒ AM ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have in writing extended this agreement or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 19.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or ☒ 21st) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. PAYMENT: Rent shall be paid by ☒ cash, ☒ personal check, ☒ money order, ☐ cashier check, ☐ other _____, to (name) Christine Ting (phone) 6263889898 at (address) 2550 Fulton Road #A, Pomona, CA 91767 (or at any other location specified by Landlord in writing to Tenant) between the hours of _____ and _____ on the following days _____. If any payment is returned for non-sufficient funds ("NSF") or other reason then all future Rent shall be paid by ☒ cash, ☒ money order, ☒ cashier check.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ 1900.00, as a security deposit. Security deposit will be ☒ transferred to and held by the Owner of the Premises; or ☐ held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within three weeks after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition; and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to Christine Ting shall be paid by ☐ cash, ☐ personal check, ☐ money order, ☐ cashier check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>5/21/2017</u> to <u>6/20/2017</u> (date)	\$ 1900.00	<u>0</u>	\$ 1900.00	5/21/2017
*Security Deposit	\$ 1900.00	<u>0</u>	\$ 1900.00	5/20/2017
Other <u>Rental Fee (6-21-6-30)</u>	\$ 633.00		\$ 633.00	6/20/2017
Other				
Total	\$ 4433.00	<u>0</u>	\$ 633.00	

*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

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LR REVISED 4/03 (PAGE 1 OF 6)

Tenant's Initials (CC) (JZ)
Landlord's Initials (CT) ()

Reviewed by _____ Date _____



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 6)

Agent: Charlie Dunn Phone: (562) 430-4007 Fax: (562) 596-4307 Prepared using WINForms® software
Broker: Prudential California Realty 11306 183rd Street, Cerritos CA 90703

#12

Premises: 1150 W Whittier Ln, Ontario CA 91762 Date: 05/19/2017**6. LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or ☒ 3) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 100 or _____ % of the Rent due as Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- ☒ A. Parking is permitted as follows: 2 - Car attached Garage

The right to parking ☒ is ☐ is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

OR ☐ B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- ☒ A. Storage is permitted as follows: Inside Premise

The right to storage space ☒ is ☐ is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☐ B. Storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges:

except: _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply):

- ☒ A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- ☐ B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- ☐ C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or ☐ _____) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- ☐ D. Other: _____

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. ☐ Landlord ☐ Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. ☐ Landlord ☐ Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. ☐ Landlord ☐ Tenant shall maintain _____
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____

Tenant's Initials (CL) (JZ)
Landlord's Initials (ET) ()

Reviewed by _____ Date _____



Premises: 1150 W Whittier Ln. Ontario, CA 91762 Date: 5/19/2017

12. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.
13. **PETS:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: _____
14. **RULES/REGULATIONS:**
 - A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
 - B. (If applicable, check one)
 - ☐ 1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____
 - OR ☐ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.
15. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**
 - A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is Tree Tops, Wheeler Property Management. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.
 - B. (Check one)
 - ☐ 1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within _____ days or _____
 - OR ☐ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.
16. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 27C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.
17. **KEYS; LOCKS:**
 - A. Tenant acknowledges receipt of (or Tenant will receive ☒ prior to the Commencement Date, or ☐):

<input checked="" type="checkbox"/> <u>2</u> key(s) to Premises,	<input checked="" type="checkbox"/> <u>1</u> remote control device(s) for garage door/gate opener(s),
<input checked="" type="checkbox"/> <u>1</u> key(s) to mailbox,	<input checked="" type="checkbox"/> <u>1</u> Visitor <u>Parking</u> <u>permit</u>
<input checked="" type="checkbox"/> <u>1</u> key(s) to common area(s),	<input type="checkbox"/> _____
 - B. Tenant acknowledges that locks to the Premises ☐ have ☐ have not, been re-keyed.
 - C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.
18. **ENTRY:**
 - A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.
 - B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice. However, if the purpose of the entry is to: (i) show the Premises to actual or prospective purchasers, the notice may be given orally provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises; or (ii) conduct an inspection of the Premises prior to the Tenant moving out, 48-hour written notice is required unless the Tenant waives the right to such notice; or (iii) enter in case of an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
 - C. ☐ (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).
19. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
20. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall be null and void and, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.
21. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials (CL) (JZ)
Landlord's Initials (CL)
Reviewed by _____ Date _____



#14

Premises: 1150 W Whittier Ln. Ontario CA 91762 Date: 5/18/2017

22. ☐ **LEAD-BASED PAINT (If checked):** Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
23. ☐ **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.
24. ☐ **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
25. **DATABASE DISCLOSURE: NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
26. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or ☐) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord. ☐ Tenant is already in possession of the Premises.
27. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move Out Inspection and Repairs as follows:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination.
28. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 27, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
29. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
30. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate the Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
31. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
32. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant's Initials (CC) (JZ)
Landlord's Initials (LT) ()

Reviewed by _____ Date _____



Premises: 1150 W Whittier Ln Ontario CA 91762 Date: 5/19/2017

33. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

34. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Christine Ting

Tenant: Cynthia Cuelar

2550 Fulton Rd - Unit A
Pomona, CA 91767

1150 W Whittier Ln Ontario
CA 91762

35. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

36. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

37. **MEDIATION:**

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to the Agreement.

38. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 37A.

39. **CAR FORM:** C.A.R. Form means the specific form referenced or another comparable form.

40. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:**

The following ATTACHED supplements are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Interpreter/Translator Agreement (C.A.R. Form ITA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

41. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in the Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of the Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. The Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

42. **AGENCY:**

A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name)

is the agent of (check one): ☐ the Landlord exclusively; or ☐ both the Landlord and Tenant.

Leasing Agent: (Print firm name)

(if not same as Listing Agent) is the agent of (check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Landlord and Tenant.

B. **DISCLOSURE:** ☐ (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

43. ☐ **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

44. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted/translated for Tenant into the following language: _____ Landlord and Tenant acknowledge receipt of the attached interpretation/translation agreement (C.A.R. Form ITA).

45. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated primarily in Spanish, Tenant has been provided a Spanish language translation of this Agreement pursuant to the California Civil Code (C.A.R. Form LR-S).

Tenant's Initials (CC) (JZ)
Landlord's Initials (at) ()

Reviewed by _____ Date _____



#16

Premises: 1150 W Whittier Ln, Ontario CA 91762 Date: 5/19/2017

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant Cynthia Cuellar Date 5/20/17
 Address _____ City _____ State _____ Zip _____
 Telephone (714) 486-4212 Fax _____ E-mail cynthia.j.cuellar@gmail
 Tenant Jose Zelaya Date 5/20/17
 Address _____ City _____ State _____ Zip _____
 Telephone (213) 864-8192 Fax _____ E-mail powerby7@gmail

46. ☐ **GUARANTEE:** In consideration of the execution of the Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
 Guarantor _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

47. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).

48. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord CHRISTINE TING Date 5/19/17
 (Owner or Agent with authority to enter into this Agreement)

Landlord _____ Date _____
 (Owner or Agent with authority to enter into this Agreement)

Landlord Address 2550 Fulton Rd #A City Pomona State CA Zip 91767
 Telephone 626 388 9898 Fax 909 592 0128 E-mail CHRIST123092@yahoo.com

REAL ESTATE BROKERS:

- A. Real estate brokers who are not also Landlord under the Agreement are not parties to the Agreement between Landlord and Tenant.
 B. Agency relationships are confirmed in paragraph 42.
 C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) _____
 By (Agent) _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____
 Real Estate Broker (Listing Firm) _____
 By (Agent) _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
 This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published by the
 California Association of REALTORS®

LR REVISED 4/03 (PAGE 6 OF 6)

Reviewed by _____ Date _____



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 6)

Blank Misc For

EXHIBIT 2

**THREE-DAY NOTICE TO
PAY RENT OR VACATE PREMISES**

[C.C.P. 1161(2)]

CHRISTINE TING	Owner(s)
Plaintiff(s)	
vs.	
JOSE ZELAYA	Resident(s)
CYNTHIA CUELLAR	
Defendant(s)	
Does 1 to 10 INCLUSIVE	

TO JOSE ZELAYA
CYNTHIA CUELLAR

AND ALL OTHER OCCUPANT(S) IN POSSESSION:

YOU ARE HEREBY NOTIFIED that pursuant to the lease or agreement dated: 5/21/17
under which you hold the possession of the premises described in this notice, there is now due, unpaid, and delinquent rent in the
following amounts for the following specified periods:

\$	1,900	Due from JULY 1, 2017	through JULY 31, 2017
\$		Due from	through
\$		Due from	through
\$		Due from	through

For a total sum of ONE THOUSAND NINE HUNDRED DOLLARS (\$ 1,900).

YOU ARE FURTHER NOTIFIED THAT within three (3) days after service of this notice on you, you must pay the amount of rent
stated in this notice in full or quit the premises and deliver up possession of the premises to the undersigned, who is authorized
to receive possession of the premises, or the undersigned will institute legal proceedings for unlawful detainer against you to
recover possession of the premises and to recover all rents and damages due.

YOU ARE FURTHER NOTIFIED that by this notice the undersigned elects to and does declare a forfeiture of the lease or
agreement if the rent stated in this notice is not paid in full within the three (3) days.

The premises that are the subject of this notice are described as
1150 W. WHITTIER LN
ONTARIO CA 91762

Dated: 7/5/17



PERSON AUTHORIZED TO GIVE NOTICE

Pay to: (Name) TAILAI LING

Pay here: 2550 FULTON RD. UNIT A
POMONA, CA 91767

Payment days and hours: MONDAY THROUGH FRIDAY 9AM-5PM
PHONE NO.: 626-388-9898

EXHIBIT 3

PROOF OF SERVICE

I, the undersigned, declare that I served the Notice (s) indicated below:
3 DAY NOTICE TO PAY RENT OR VACATE PREMISES

The above described Notice(s) were served on the following named parties in the manner set forth below:

JOSE ZELAYA, CYNTHIA CUELLAR AND DOES 1-10
INCLUSIVE

BY PERSONAL SERVICE: By handing copy of the Notice on 7/5/17 to each of the above named; and thereafter mailing a copy to each of the above named parties by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to each of the above named parties at their place of residence at:

1150 W. WHITTLLER LANE
ONTARIO , CA. 91762

At the time of service, I was at least 18 years of age. I declare under penalty of perjury that the foregoing is true and correct.

DATED: _____, at FONTANA _____, CA

SIGNATURE

EDWARD PINEDA

PRINT NAME

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

CHRISTINE TING

CASE NO.:

vs.

JOSE ZELAYA
CYNTHIA CUELLAR

CERTIFICATE OF ASSIGNMENT

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the FONTANA DISTRICT District of the Superior Court under Rule 404 of this court for the checked reason:

☒ General☐ Collection

Nature of Action

Ground

- | | |
|---|--|
| <input type="checkbox"/> 1. Adoption | Petitioner resides within the district. |
| <input type="checkbox"/> 2. Conservator | Petitioner or conservatee resides within the district. |
| <input type="checkbox"/> 3. Contract | Performance in the district is expressly provided for. |
| <input type="checkbox"/> 4. Equity | The cause of action arose within the district. |
| <input type="checkbox"/> 5. Eminent Domain | The property is located within the district. |
| <input type="checkbox"/> 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| <input type="checkbox"/> 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| <input type="checkbox"/> 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| <input type="checkbox"/> 9. Mandate | The defendant functions wholly within the district. |
| <input type="checkbox"/> 10. Name Change | The petitioner resides within the district. |
| <input type="checkbox"/> 11. Personal Injury | The injury occurred within the district. |
| <input type="checkbox"/> 12. Personal Property | The property is located within the district. |
| <input type="checkbox"/> 13. Probate | Decedent resided or resides within the district or had property within the district. |
| <input type="checkbox"/> 14. Prohibition | The defendant functions wholly within the district. |
| <input type="checkbox"/> 15. Review | The defendant functions wholly within the district. |
| <input type="checkbox"/> 16. Title to Real Property | The property is located within the district. |
| <input type="checkbox"/> 17. Transferred Action | The lower court is located within the district. |
| <input checked="" type="checkbox"/> 18. Unlawful Detainer | The property is located within the district. |
| <input type="checkbox"/> 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| <input type="checkbox"/> 20. Other | |
| <input type="checkbox"/> 21. THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT. | |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

CHRISTINE TING
NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR
ONTARIO
CITY

CALIFORNIA
STATE

1150 W. WHITTIER LANE
ADDRESS
91762
ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed

on JULY 11, 2017 at FONTANA, California

CHRISTINE TING

Signature of Attorney/Party

ATTORNEY'S OFFICE (Firm, Partnership, Sole Practitioner, or Attorney (Name, Bar number, and address))
CHRISTINE TING
#22
16820 FOOTHIL BLVD.
FONTANA, CA 92335
TELEPHONE NO.: 909-491-7099 FAX NO.:
ATTORNEY FOR (Name): PRO PER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
STREET ADDRESS: 17780 ARROW BLVD.
MAILING ADDRESS: SAME
CITY AND ZIP CODE: FONTANA, CA. 92335
BRANCH NAME: FONTANA DISTRICT

CASE NAME: CHRITINE TING V. JOSE ZELAYA, CYNTHIA CUELLAR AND DOES 1-10 INCLUSIVE

CIVIL CASE COVER SHEET
☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation
☐ **Counter** ☐ **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

FOR COURT USE ONLY
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
FONTANA DISTRICT
JUL 11 2017
BY Denise Nelson
DENISE NELSON, DEPUTY

CASE NUMBER: UDFS1704723
JUDGE:
DEPT.:

- Items 1-6 below must be completed (see instructions on page 2).
1. Check **one** box below for the case type that best describes this case:
- | | | |
|--|---|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37) | Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23) | Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) | Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20) |
| Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35) | Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input checked="" type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) | Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) |
| Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): ONE
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 7/11/17

CHRISTINE TING

(TYPE OR PRINT NAME)

CHRISTINE TING

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)-Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice-Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach-Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case-Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ-Administrative Mandamus
Writ-Mandamus on Limited Court Case Matter
Writ-Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal-Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition